

A. REQUEST FOR OFFERS

(THIS IS NOT AN ORDER)

1. REQUEST NO.

DTFAAC-08-Q-03801

PAGE

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2. DATE ISSUED:

August 8, 2008

3. REQUISITION/PURCHASE REQUEST NO.:

AC-08-03801

4a. ISSUED BY:

FEDERAL AVIATION ADMINISTRATION
P.O. BOX 25082 ATTN: AMQ-310
OKLAHOMA CITY, OK 73125

5. DELIVERY BY

60 days after Award

6. DELIVERY:

☒ FOB DESTINATION
☐ OTHER

4b. FOR INFORMATION CALL: (NO COLLECT CALLS)

Monique Pelletier

PH: 405-954-5102

FAX: 405-954-9468

7. TO: NAME AND ADDRESS (INCLUDING ZIP CODE)

Offerors

8. DESTINATION:

CONTRACTOR TO SPECIFY

SPECIFY DELIVERY TIME:

9. PLEASE FURNISH OFFER TO THE ISSUING OFFICE ON
OR BEFORE CLOSE OF BUSINESS (DATE AND TIME).

August 15, 2006 @ 3:00 PM LOCAL TIME

10. BUSINESS CLASSIFICATION (CHECK ALL THAT APPLY)

☐ SMALL☐ DISADVANTAGED☐ OTHER THAN SMALL☐ WOMEN OWNED

IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote please so indicate on this form and return it. This request does not commit the Government to pay any costs incurred in the preparations of the submission of this quotation or to contract for supplies or services. Any representations and/or certifications attached to the Request for Offer must be completed by the offeror.

11. SCHEDULE (INCLUDE APPLICABLE FEDERAL, STATE, AND LOCAL TAXES)

ITEMS NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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To comply with reporting requirement of 26 U.S.C. 6041, 6041A and implementing regulation issued by the Internal Revenue Service, your Taxpayer Identification Number AND Duns Number are required. TIN: _____; DUNS: _____

Request quote remain firm for 60 days after closing date of quote.

B.	SUPPLIES/SERVICES AND PRICES/COSTS	Quantity	Unit	Unit Price	Line Amount
1	FRAKES Exhaust Stacks P/N FA5601-1L/2R "A"	17	Ea	\$ _____	\$ _____

12. DISCOUNT FOR PROMPT PAYMENT

10 CALENDAR DAYS

%

20 CALENDAR DAYS

%

30 CALENDAR DAYS

%

____ CALENDAR DAYS

%

13. NAME AND ADDRESS OF OFFERER (STREET, CITY, COUNTY, STATE AND
ZIP CODE)14. SIGNATURE OF PERSON AUTHORIZED
TO SIGN OFFER

15. DATE OF OFFER

16. NAME AND TITLE OF SIGNER (TYPE OR PRINT

17. TELEPHONE NO.
(INCLUDE AREA CODE)

REVISION

AMS FORM 336 (4-96)

BUSINESS DECLARATION

- 1 Name of Firm: _____ Tax Identification No.: _____
- 2 Address of Firm: _____
- 3 a. Telephone Number of Firm: _____ b. Fax Number of Firm: _____
- 4 a. Name of Person Making Declaration _____
 b. Telephone Number of Person Making Declaration _____
 c. Position Held in the Company _____
- 5 Controlling Interest in Company ("X" all appropriate boxes)
- ☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American
- ☐ e. Other Minority (Specify) _____ ☐ f. Other (Specify) _____
- ☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (Certification letter attached) ☐ j. Service Disabled Veteran Small Business
- 6 Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes ☐ b. No (If "NO," provide the name and telephone number of the person who has this authority.) _____
- 7 Nature of Business (Specify all services/products) _____
- 8 (a) Years the firm has been in business _____ (b) No. of Employees _____
- 9 Type of Ownership: ☐ a. Sole Ownership ☐ b. Partnership
- ☐ c. Other (Explain) _____
10. Gross receipts of the firm for the last three years:
- | | | | |
|------------------------|---------------------------|------------------------|---------------------------|
| a.2. Year Ending _____ | b.2. Gross Receipt: _____ | a.1. Year Ending _____ | b.1. Gross Receipt: _____ |
| | | a.3. Year Ending _____ | b.3. Gross Receipt: _____ |
11. Is the firm a small business? ☐ a. Yes ☐ b. No
12. Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No
13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING

ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.

14. a. Signature		b. Date:	
c. Typed Name		d. Title:	

Funding of this order is subject to fiscal year 2008 appropriation limitations enacted by the United States Congress. The Government's obligation under this order is limited to the amount required to fund operations during the period covered by the current or subsequent continuing resolution(s). Such limitations shall continue until final fiscal year 2008 appropriations are enacted and allocated to the program(s) funding this order. In the event that a continuing resolution is not extended before a permanent appropriation is enacted, it may be necessary to cease performance under this order, unless it has been determined, and notification is given by a cognizant Contracting Officer, that all or part of these services are essential to the safety of human life or the protection of public property, in accordance with the emergency provisions of the Anti Deficiency Act (31 USC 1342). In the event that final appropriations will not cover the total obligation(s) under this order, a modification will be issued to reduce the obligation(s) to available funding.

3.2.2.3-20 Electronic Offers (July 2004)

(a) The offeror (you) may submit responses to this SIR by the following electronic means of fax and email. Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions.

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to fax (405) 954-9468 or Monique.Pelletier@faa.gov

(f) If you chose to sent your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

(End of provision)

CONTRACTOR IS TO FURNISH THE FOLLOWING UNDER THE TERMS AND CONDITIONS SPECIFIED ON BOTH SIDES OF THIS ORDER AND IN ACCORDANCE WITH CLAUSES 4,6,7,8,9,15,16,37,52 OF THE ATTACHED "PURCHASE ORDER TERMS AND CONDITIONS", AC FORM 4415-8 (12/06).

PURCHASE ORDER TERMS AND CONDITIONS

(NOTE: Date of clause is that in effect on date of purchase order)

3.1-1 CLAUES AND PROVISIONS INCORPORATED BY REFERENCE This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE AND ARE SELF-DELETING IF NOT APPLICABLE:

- | | |
|---|--|
| <p>3.1.7-2 Organizational Conflicts of Interest</p> <p>3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment</p> <p>3.2.28-1 New Material</p> <p>3.2.2.8-3 Delivery of Excess Quantities</p> <p>3.2.5-1 Officials Not to Benefit</p> <p>3.2.5-3 Gratuities or Gifts</p> <p>3.2.5-4 Contingent Fees</p> <p>3.2.5-5 Anti-Kickback Procedures</p> <p>3.2.5-8 Whistleblower Protection for Contract Employees</p> <p>3.3.1-1 Payments</p> <p>3.3.1-6 Discounts for Prompt Payment</p> <p>3.3.1-9 Interest</p> <p>3.3.1-17 Prompt Payment</p> <p>3.3.1-33 Central Contractor Registration</p> <p>3.3.1-34 Payment by Electronic Funds Transfer/Central Contractor Registration</p> <p>3.4.2-6 Taxes—Contracts Performed in US Possessions or Puerto Rico</p> <p>3.4.2-7 Federal, State, and Local Taxes—Fixed Price Noncompetitive Contract</p> <p>3.2.4-8 Federal, State, and Local Taxes Fixed Price Contract</p> <p>3.6.2-2 Convict Labor</p> <p>3.6.2-9 Equal Opportunity</p> <p>3.6.3-15 Material Requirements</p> <p>3.6.3-16 Drug Free Workplace</p> <p>3.6.4-1 Wavier of Buy American Act for Civil Aircraft and Related Articles</p> <p>3.6.4-2 Buy American Act—Supplies</p> <p>3.6.4-10 Restrictions on Certain Foreign Purchases</p> <p>3.6.4-12 European Union Sanction for End Products (applicable under \$190K)</p> <p>3.7-1 Privacy Act Notification</p> <p>3.7-2 Privacy Act</p> <p>3.9.1-1 Contract Disputes</p> <p>3.9.1-2 Protest After Award</p> <p>3.9.1-3 Protest (this is for SIRs only)</p> <p>3.10.1-7 Bankruptcy</p> <p>3.10.1-11 Government Delay of Work</p> <p>3.10.1-12 Changes—Fixed Price</p> <p style="padding-left: 40px;">Changes—Fixed Price Alt I</p> <p style="padding-left: 40px;">Changes—Fixed price Alt II</p> <p>3.10.1-25 Novation and Change-Of-Name Agreements</p> <p>3.10.4-1 Contractor Inspection Requirements</p> <p>3.10.4-2 Inspection of Supplies—Fixed Price</p> <p>3.10.4-4 Inspection of Services—both Fixed Price & Cost Reimbursement</p> <p>3.10.4-16 Responsibility for Supplies</p> <p>3.10.6-1 Termination for Convenience of the Government (Fixed Price)</p> <p>3.10.6-4 Default (Fixed Price Supply and Service)</p> <p>3.13-5 Seat Belt Use by Contractor Employees</p> | <p>1. 3.10.9-4 First Article Approval—Contractor Testing (Number of units to be delivered, delivery time, and delivery address are specified in Schedule)</p> <p>2. 3.10.9-2 First Article Approval—Government Testing (Number of units to be delivered, delivery time, and delivery address are specified in Schedule)</p> <p>3. 3.2.2.8-2 Variation in Quantity (Permissible variation is stated in the Schedule)</p> <p>4. 3.2.5-7 Disclosure regarding Payments to Influence Certain Federal Transactions (This applies if over \$100K)</p> <p>5. 3.6.2-1 Contract Work Hours and Safety Standards Act—Overtime Compensation (Not if commercial or under \$100K)</p> <p>6. 3.6.2-4 Walsh-Healey Public Contracts Act</p> <p>7. 3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans</p> <p>8. 3.6.2-13 Affirmative Action for Handicapped Workers</p> <p>9. 3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era</p> <p>10. 3.3.1-8 Extras</p> <p>11. 3.6.2-28 Service Contract Act of 1965, as Amended</p> <p>12. 3.6.2-29 Statement of Equivalent Rates for Federal Hires (Employee Class & Monetary Wage-Fringe Benefits Specified in Schedule)</p> <p>13. 3.6.2-31 Fair Labor Standards Act and Service Contract Act—Price Adjustment</p> <p>14. 3.6.2-33 Exemption from Application of Service Contract Act Provisions</p> <p>15. 3.6.3-2 Clean Air and Clean Water (applies If over \$100K)</p> <p>16. 3.6.3-3 Hazardous Material Identification and Material Safety Data</p> <p>17. 3.6.3-4 Recovered Material Certification</p> <p>18. 3.8.2-9 Site Visit</p> <p>19. 3.8.2-10 Protection of Government Buildings, Equipment and Vegetation</p> <p>20-30. Reserved</p> <p>31. 3.3.1-24 Fast Payment Procedures</p> <p>32. ADVANCE PAYMENTS: The Contractor's invoices must be submitted before payment can be made. The Contractor will be paid on the basis of the invoice, which must state (a) the starting and ending dates of the items specified in the Schedule, and (b) either that orders have been placed in effect for the addresses required, or that the orders will be placed in effect upon receipt of payment.</p> <p>33. NOTICE TO SUPPLIER: This is a firm order ONLY if your price does not exceed the maximum line item or total price in the Schedule. Submit invoices to the Contracting Officer. If you cannot perform in exact accordance with this order, WITHHOLD PERFORMANCE and notify the Contracting Officer immediately, giving your quotation.</p> <p>34-36 RESERVED</p> <p>37. 3.11-34 F.O.B. Destination</p> <p>38. RESERVED</p> <p>39. TRANSPORTATION COST – GOVERNMENT: Prepay shipping charges and bill as a separate item on invoice. If shipping charges exceed \$100, a prepaid freight receipt must accompany the invoice. The Commercial bill of lading must be marked THESE TRANSPORTATION CHARGES ARE TO BE PAID AS A SEPARATE AND DIRECT ITEM BY THE U.S. GOVERNMENT. THEREFORE, ANY SPECIAL U.S. GOVERNMENT TRANSPORTATION RATES MUST BE APPLIED.</p> <p>40-41. RESERVED</p> <p>42. CUSTOMS DUTIES AND CLEARANCE: All import shipments will be shipped in bond to Oklahoma City, Oklahoma. Clearance will be made of customs duties paid by the Government. For F.O.B. Destination, shipments, these costs will be deducted from the contractor's invoice or</p> |
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THE FOLLOWING CLAUSES AND/OR PROVISIONS ARE APPLICABLE ONLY WHEN REFERENCED BY NUMBER ON THE PURCHASE ORDER

billed to the contractor. This in no way relieves the contractor of responsibility for transportation charges or damage in shipment on F.O.B. Destination orders.

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43. **NO SUBSTITUTE OR CHANGE:** No substitution or changes shall be made without prior approval of the Contracting Officer.

44. **RESERVED.**

45. **PACKING SLIP—Form 4650-12:** these are warranty repair items and are being shipped under separate cover with FAA Form 4650-12 as packing slip.

46-48. **RESERVED.**

49. **OVERHAUL OF AIRCRAFT APPLIANCES AND COMPONENTS:** AC Form 4450-26 is attached and made a part hereof.

50-51. **RESERVED.**

52. **ACQUISITION OF AIRCRAFT APPLIANCES AND COMPONENTS:** AC Form 4450-29 is attached and made a part hereof.

53-60. **RESERVED.**

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Ship to Address:

6973DG FAA Aero Center, AJW-314
Flight Program Support Group
6500 S. MacArthur Blvd., HGR9E, Rm 12B
Oklahoma City, OK 73169-6901

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
MIKE MONRONEY AERONAUTICAL CENTER, OFFICE OF ACQUISITION, AMQ
OKLAHOMA CITY, OKLAHOMA 73125

ACQUISITION OF AIRCRAFT APPLIANCES & COMPONENTS

THE FOLLOWING SPECIAL CONDITIONS ARE MADE A PART OF THE PURCHASE ORDER TO WHICH THEY ARE ATTACHED.

1. APPLICABILITY:

This clause is used for acquisition of aeronautical replacement parts (excluding electrical and electronic items) under small purchase procedures.

2. DEFINITIONS:

a. FAA-Approved Aeronautical Part. Aircraft parts, components, and materials manufactured under and FAA-approved Type Certificate (TC), Production Certificate (PC), Parts Manufacturer Approval (PMA) or Technical Standard Order Authorization (TSOA).

b. Standard Hardware. A part or material manufactured in compliance with, and conforming to, specifications developed by consensus standards organizations or Military/Federal agencies, which include design, manufacturing test and acceptance criteria, and uniform identification requirements. The specification must be published in such a manner that any person may qualify to manufacture the part and be listed in a publication which is readily available to the aviation industry. Examples include, but are not limited to, MS, NAS, AN, SAE, QQC. Standard Hardware does not include proprietary standards.

c. Repaired/Overhauled. A used part or component that has undergone maintenance to return it to a serviceable condition.

d. Rebuilt. A product, part or component which has been disassembled, cleaned, inspected, repaired as necessary, reassembled and tested to the same tolerances and limits as a new item, using either new or used parts that either conform to new part tolerances and limits or to approved oversized or undersized dimensions.

3. EVIDENCE/IDENTIFICATION OF APPROVED AERONAUTICAL PARTS:

Approved Aeronautical parts should be identified by one of the following methods

a. Airworthiness Approval Tag (FAA Form 8130-3). The approval Tag identifies a part or group of parts that have been approved for export by authorized FAA representatives as required under FAR Part 21, Subpart L.

b. FAA Technical Standards Order (TSO) Marking and Privileges. The TSO authorization is issued under FAR Part 21, Subpart O. A TSO article should be permanently and legibly marked with the name, type, part number, or model designation of the article; the serial number or date of manufacture of the article or both; and the applicable TSO number.

c. FAA Parts Manufacturer Approval (PMA) Symbol. An FAA-PMA (parts manufacturing authority) is issued under FAR Part 21, Section 21.303. Each PMA part should be marked in accordance with FAR Part 45, Section 45.15: Letters "FAA PMA"; the name, trademark, or symbol of the holder of the PMA; part number, and name and model designation of each certificated product on which the part is eligible for installation. Parts too small in size or otherwise impractical to be marked may as an alternative be marked showing the above information on an attached tag or labeled container. If the marking on the tag is too extensive to be practical, the tag attached to a part or container may refer to a readily available manual or catalog for part eligibility information.

Under a licensing agreement, when the applicant has been given the right to use the Type Certificate (TC) holder's design, which includes the part number, and a replacement part is produced under that agreement, the part number may be identical to that of the TC holder, provided the PMA holder includes the letters, "FAA PMA", and their identification symbol on the part. In all other cases, the PMA holder's part number must be different from that of the TC holder, and distinguishable from the TC holder's part number in the event the

AC Form 4450-29 (09/95)

number should become partially obscured. These marking instructions are in addition to the requirements of FAR Part 45, Section 45.15.

d. Shipping Ticket, Invoice, or Other Document. These documents may provide evidence that a part was produced by a manufacturer holding an FAA-approved production inspection system issued under Subpart F of Part 21, or by a manufacturer holding an FAA production certificate issued under Subpart G of Part 21, if applicable. The production approval number (production certificate/approved production inspection system) included should be referenced on the document.

e. Certificate of Airworthiness for Export. The JAA (Joint Aviation Authority) Form One is not the sole document. There are numerous documents which are similar in format being used by countries that have Bilateral Airworthiness Agreements (BAA) with the FAA. The JAA Form One is used by members of the JAA within the European community.

f. Direct Shipping Authority. Domestic and foreign manufacturers (production certificate holders) must authorize their suppliers, in writing, of any direct shipping authority and establish procedures which will ensure that the shipped parts will conform to the type design and are in an airworthy condition. A statement to the supplier from the certificate holder authorizing direct shipment and date of authorization should be included on the shipping ticket, invoice, or other transfer document containing a declaration that the individual part was produced under the terms of a production approval. The shipping document should also identify the production certificate holders number.

g. Maintenance Release Document. Maintenance release documents, sometimes known as the "yellow tag," and work orders describing work accomplished on major repairs (in lieu of FAA Form 337) are issued by FAA-certificated repair stations or manufacturers maintenance facility (MMF). The type of document used (i.e., "yellow tag") by the repair station is not specified in the FARs; however, it must include an appropriate description of maintenance work performed including the recording requirements of FAR 43, Section 43.9, and Appendix B.

h. Standard Part Document. The manufacturer of a standard part must produce a document stating that it conforms to established industry or U.S. specifications and is traceable to the original manufacturer by lot or batch number. NOTE: Manufacturers of standard parts are not all certificated by the FAA and, therefore, may not be subject to FAR requirements.

4. SOURCES:

The seller shall provide documentation to show the status of the parts with regard to FAA certification, manufacturing authority, or function, by selection of one of the following representative designations:

- a. Type Certificate (TC) holder.
- b. Production Certificate (PC) holder.
- c. Supplemental Type Certificate (STC) holder.
- d. Parts Manufacturing Approval (PMA).
- e. TSO holder.
- f. Manufactured to recognized industry standard.
- g. Approved production inspection system.
- h. Repair station (domestic or foreign).
- i. U.S.-certificated air carrier.

- j. Foreign-certificated air carrier.
- k. Foreign manufacturer.
- l. Manufacturer's authorized distributor.
- m. FAA inspector field approval.
- n. None.

5. AIRWORTHINESS DIRECTIVES:

Units shall have all applicable airworthiness directives complied with which are in effect prior to approval for return to service.

6. CURE DATE:

a. Units, whose composition includes natural or synthetic rubber, shall not exceed 18 months age from cure date as of date of quotation.

b. Natural or synthetic rubber components within units shall have been installed in the unit within 18 months from cure date.

7. PRESERVATION, PACKAGING, AND PACKING:

Preservation, packaging, and packing shall be in accordance with the following requirements except when specified by Clause 61 or AC Form 4770-14.

a. Plugs and Receptacles. Plugs and receptacles on each unit shall be plugged or capped with oil and moisture resistant material to protect bosses and threads from damage, and to prevent entrance of air or foreign matter. Opening protectors or caps conforming to the requirements of MIL-C-5501 or a commercial equivalent may be used. All fuel and hydraulic components containing internal shelf life seals shall be flushed with appropriate preservative. All openings shall then be plugged or sealed to prevent entrance of dirt and moisture.

b. Forms and Paperwork.

(1) Packing Lists. - Packing Lists shall be placed in a plastic envelope and secured to the outside of the item container. Envelopes conforming to the requirements of A-A-1658 or a commercial equivalent may be used. Each packing list shall reflect the purchase order, and each line item shall be identified as follows:

- (a) National Stock Number (NSN), when shown on the Purchase Order.
- (b) Nomenclature (noun).
- (c) Manufacturer's Part Number.
- (d) Quantity/Unit of Issue.
- (e) Manufacturer's Name.

(2) Other.

Certification documents, tags and work orders shall be placed in a plastic envelope and attached to the respective unit inside the container.

c. Packaging. Unless otherwise specified, all materials shall be packaged 1 EA in accordance with ASTM-D-3951, "Standard Practices for Commercial Packaging." Common hardware items may be packaged in multiple unit pack quantities.

d. Static Sensitive Devices. All items subject to static discharge shall be individually packaged with static-free materials conforming to MIL-B-81705. SENSITIVE ELECTRONIC DEVICE caution labels shall be affixed in accordance with MIL-STD-129.

8. MARKING:

a. The outside of each individual unit or unit package shall be marked to reflect the following information:

- (1) National Stock Number (NSN), when shown on the purchase order.
- (2) Nomenclature (Noun).
- (3) Manufacturer's Part Number.
- (4) Cure date or Assembly date as applicable; and
- (5) Purchase Order Number.

b. Shipping containers shall be plainly marked with all the information shown in the "Consignee and Destination" block on the purchase order.

c. All marking requirements shall be in accordance with MIL-STD-129, unless otherwise specified.

9. INSPECTION AND ACCEPTANCE:

a. Inspection and acceptance normally will be at destination; however, the Government reserves the right to make in-plant inspections and acceptance.

b. Quality control acceptance inspections shall be performed in accordance with applicable portions of FAA T14100.24 requirements.

10. EXAMINATION OF RECORDS:

The Contractor agrees that any duly authorized Government representative shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, invoices, papers, and records involving transactions related to this contract.

The Contractor further agrees to include in any subcontract performed in connection with this contract, an extension of the Government's rights of access and examination as detailed in the above paragraph.

11. PRICE WARRANTY:

The Contractor represents that the prices applicable to this quotation are as low or lower than those charged to any other commercial user or Government Agency for comparable quantities of the same and/or similar items under the same or similar circumstances.

12. MANDATORY PROVISIONS:

Quoted price shall be based on any procurement document containing all provisions required by statute and the Federal Acquisition Regulations.

13. AWARD:

a. Award always shall be made on "NEW" material as defined in 2.c. above, unless otherwise specified.

b. When solicitations are issued for quotations for either NEW, NEW (SURPLUS) or OTHER, the Government reserves the right to make award on the basis of whichever may be in the best interest of the Government.

14. WARRANTY:

a. The Contractor warrants that at the time of delivery:

(1) All units furnished under a contract resulting from the quotation will be free from defects in material or workmanship and will conform with the specifications and all other requirements of this contract, and

(2) The preservation, packaging, packing, and marking of such units will conform with the specifications and all other requirements of this contract; and

(3) Units will be covered by the most favorable commercial warranties the Contractor gives to any customer for such units.

b. In the event units received do not conform to this warranty, the Contractor agrees that the Government shall have the right to:

(1) Reject and return the units to the Contractor for correction or replacement at the Contractor's expense, without prior notice to the Contractor, or

(2) Require an equitable adjustment in the contract price.

c. QUOTES OFFERING A WARRANTY WHICH IS LESS THAN THAT SPECIFIED ABOVE WILL BE CONSIDERED NONRESPONSIVE.

15. COPIES OF FEDERAL SPECIFICATIONS:

All Regulatory references listed herein may be purchased from the Superintendent of Documents, Government Printing Office, Washington, D.C., 20402.